

November 14, 2005

You are invited to review and respond to this Invitation for Bid (IFB), entitled IFB # OAH-14, Special Education Law (IDEA). In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site:

www.ols.dgs.ca.gov/standard+language

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Office of Administrative Hearings, this IFB is complete and without need of explanation. However, any questions or requests for clarifying information need to be submitted **IN WRITING** (FAX is acceptable to 916 323-6439) to the contact person listed below **no later than 5:00 p.m. November 23, 2005:**

Kay Lynch
Office of Administrative Hearings
560 J Street, Suite 300
Sacramento, CA 95814

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Kay M. Lynch
Contract Administrator

INVITATION FOR BID # OAH-14

**SPECIAL EDUCATION LAW (IDEA) FOR
ADMINISTRATIVE LAW JUDGES
OFFICE OF ADMINISTRATIVE HEARINGS**

November 14, 2005

**Office of Administrative Hearings
560 J Street, Suite 300
Sacramento, CA 95814**

Table of Contents

Section	Page
A) Purpose and Description of Service.....	2
B) Minimum Qualifications for Proposers.....	3
C) Proposal Requirements and Information.....	3-8
1) Key Action Dates.....	3
2) Work Plan and Work Schedule Requirements.....	3-4
3) Submission of Proposal.....	4-6
4) Evaluation Process	7
5) Award and Protest	7-8.
6) Disposition of Proposals	8
7) Agreement Execution and Performance	8-9
D) Preference Programs.....	9
1) Small Business Preference.....	9
2) DVBE Requirements	9
E) 1) Required Attachment Checklist.....	10
2) Bid/Bidder Certification Sheet.....	11
3) Bidder References.....	13
4) Sample Cost Proposal Worksheet.....	14
5) Disabled Veteran Business Enterprise (DVBE) Participation Program	
6) Payee Data Record (STD 204)	
7) Contractor's Certification Clauses (CCC) (page 1)	
F) Sample Standard Agreement (STD 213)	
1) Exhibit A, Scope of Work.....	15
2) Exhibit B, Budget Detail and Payment Provisions.....	17
3) Exhibit C, General Terms and Conditions.....	18
4) Exhibit D, Special Terms and Conditions.....	19
5) Exhibit E, Additional Provisions.....	20

A) Purpose and Description of Services

Federal and State law provide that children with disabilities are entitled to a free and appropriate public education (FAPE) under the Individuals with Disabilities Education Act (IDEA).

Eligible pupils and their parents are entitled to procedural safeguards with respect to disagreements concerning assessment, eligibility, individual educational program (IEP) development and implementation, placement, and the provision of FAPE. The California Department of Education (CDE) and the California Office of Administrative Hearings (OAH) have entered into an interagency agreement by which the OAH will process and hear due process hearing requests and, beginning January 1, 2006, provide mediation. OAH Administrative Law Judges (ALJs) will preside over the due process hearings and act as mediators. Such services shall be provided in accordance with applicable federal and state statutes and regulations. Federal and state law, as well as the interagency agreement, require the ALJs to be trained in special education law.

Through this IFB, the OAH is seeking individuals or entities to provide the required training to experienced attorneys now serving as ALJs who have had little previous exposure to special education law. The training should be directed toward preparing the participating ALJs to competently preside over due process hearings and author well reasoned, legally supportable decisions and facilitate dispute resolution through the related mediation process. Through this IFB the Office of Administrative Hearings is seeking a company to train its ALJs in the up-to-date presentations of and instruction in the specific law, policy and practices of the Special Education Program (Program) administered throughout California. The training should be directed toward preparing the participating ALJs to resolve complaints and appeals filed within the Program by providing them the expertise in the process and subject matter requirements of the Program. Training sessions for newly hired ALJs will cover the law, policy and practices of the Special Education Program and practices required for effective decision-making in due process hearings. There shall be intensive training in the substance, nuances, and manning of IDEA as it pertains to the dispute resolution process, with particular emphasis on what ALJs and Mediators should know in the area. Training shall include any unique or special requirements in California on the California Special Education Code.

Training sessions must include a detailed discussion of the law including the reauthorized IDEA, 20 United States Code section 1400 et seq., California Education Code section 56000 et seq., related regulations, and significant court decisions. The training must include the skills required for effective decision-making in the context of the due process hearings. Specifically required topics are testing, evaluations/assessments, Individual Educational Plan (IEP) contents and procedures, pre-hearing processes; mediation and settlement conferences, student discipline (expedited hearings), ethical considerations; and procedural safeguards.

B) Minimum Qualifications for Proposers

1. Possession of at least a Juris Doctorate (J.D.) degree or Bachelor of Law (L.L.B.) degree by principal presenters
2. Admission to at least one state bar association within the United States by principal presenters
3. At least ten years of experience litigating, adjudicating, or teaching in an accredited law school with emphasis on special education by principal presenters (any combination of experience which meets the ten-year requirement will suffice)
4. Principal presenters must have at least 50 hours of experience teaching special education law to attorneys, hearing officers, or ALJs with at least 20 hours devoted to the changes in the IDEA resulting from the 2004 reauthorization (this requirement can be met by participation as a panelist in one or more programs).
5. Principal presenters may not represent clients, parties and school districts in Special Education matters appearing before the State of California.

C) Proposer Requirements and Information

1) Key Action Dates

<u>Event</u>	<u>Date</u>
IFB available to prospective proposers	November 14 ,2005
Last Date to Submit Written Questions	November 23, 2005
Final Date for Bid Submission	December 15, 2005 2:00 PM
Bid Opening	December 15, 2005 2:30PM
Notice of Intent to Award	December 22, 2005
Proposed Award Date	December 29, 2005

NOTE: Any questions regarding this IFB must be submitted in writing (FAX is acceptable to 916 323-6439) no later than 5:00 p.m. , November 23, 2005, directed to the OAH Contract Manager listed in Exhibit A. A summary of all questions and answers will be sent to any company who raises a question or notifies OAH of its interest in bidding. Answers will also be posted on OAH's website at www.oah.dgs.ca.gov.

2) Work Plan and Work Schedule Requirements

The proposer shall develop an agenda which identifies all required subject matter as outlined in A) Purpose and Description of Services.

a) Project Personnel

List all personnel who will be working on the project, along with their titles and job descriptions. Also include a brief resume listing each person's qualifications.

The length of each training session shall be forty (40) hours and accommodate a minimum of 15 Administrative Law Judges

Proposer shall submit a total cost for presentation of the training. The proposer is responsible for the costs of preparation of written materials offered in sufficient number to accommodate the class participants, travel costs to and from the training site, and any other incidental costs relating to the proposed training session.

b) Facilities and Resources

The program shall be held at a location designated by the Office of Administrative hearings in Sacramento, California or at a location in Southern California to be designated by the OAH. OAH shall contract for, and pay for the meeting room.

3) Submission of Proposal

a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this IFB. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.

b) The proposal package should be prepared in the least expensive method.

c) All proposals must be submitted under **sealed** cover and sent to:

Office of Administrative Hearings
560 J Street, Suite 300
Sacramento, CA 95814

Faxed proposals will not be accepted. Proposals must be received by the dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates (page 3). Proposals received after this date and time will not be considered.

d) A minimum of 4 copies of the proposal must be submitted.

e) The original proposal must be marked “ORIGINAL COPY”. All documents contained in the original must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

f) The proposal envelopes must be clearly marked with the IFB number and title, your firm name and address, and must be marked with “DO NOT OPEN” as shown in the following example:

Office of Administrative Hearings
560 J Street, Suite 300
Sacramento, CA 95814
IFB #OAH-14
Special Education Law (IDEA)
“DO NOT OPEN”

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

g) All proposals shall include the documents identified in Section E, Required Attachment Checklist (see page 10). Proposals not including the proper “required attachments” shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

h) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries, UPS, Express Mail, or Federal Express, etc.

Office of Administrative Hearings
560 J Street, Suite 300
Sacramento, CA 95814

i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State’s waiver of an immaterial deviation shall in no way modify the IFB document or excuse the proposer from full compliance with all requirements if

awarded the agreement.

k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.

l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, page 11. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

o) The awarding agency may modify the IFB prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.

q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

s) More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered.

t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC-1005) are not negotiable.

u) No oral understanding or agreement shall be binding on either party

4) **Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.
- d) Proposal Evaluation

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 70 points must be achieved in this phase to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this IFB.) A minimum of 15 points must be achieved for each rating/scoring criteria.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
Qualifications of Principal Presenters	25
Relevant Teaching Experience Of Principal Presenters	25
Course Content Description	25
Cost	25
Total Possible Points	100

5) **Award and Protest**

- a) Notice of the proposed award shall be posted in a public place in the office of:

Office of Administrative Hearings
560 J Street, Suite 300
Sacramento, CA 95814

And on the following Internet site: www.oah.dgs.ca.gov for five (5) working days prior to awarding the agreement.

b) If any proposer, prior to the award of the agreement, files a protest with the Office of Administrative Hearings and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the IFB, or if the agency followed the evaluation and scoring methods in the IFB, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Office of Administrative Hearings a detailed statement specifying the grounds for the protest.

d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18622 and 26131. This form can be found on the Internet at: www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC-1005), which can be found on the Internet at www.dgs.ca.gov/contracts.

6) Disposition of Proposals

a) Upon proposal opening, all documents submitted in response to this IFB will become the property of State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

7) Agreement Execution and Performance

a) Performance shall start on the express date set by the awarding agency and Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the

Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.

b) All performance under the agreement shall be completed on or before the termination date of this agreement which will be June 30, 2006.

8) Preference Programs

Small Business Preference will be applied if requested by a Certified Small Business Enterprise. www.pd.dgs.ca.gov

9). Required Attachments

a) DVBE Requirements

An explanation of the Disabled Veteran Business Enterprise Program (DVBE) requirements can be found at the Internet web site: www.pd.dgs.ca.gov/dvbe. Select "DVBE Resource Packet" under "Quick Links".

The DVBE package and the required submittal forms can be found at the Internet website www.pd.dgs.ca.gov and select DVBE Participation Solicitation Package Attachment and Summary.

The requirement for advertising for DVBE participation is WAIVED for this solicitation. ALL OTHER REQUIREMENTS FOR DVBE PARTICIPATION MUST BE MET.

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet*
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions * www.pd.dgs.ca.gov/dvbe Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1). Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 6	Payee Data Record (STD 204)
_____ Attachment 7	Contractor Certification Clauses (CCC-1005) The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed with an original signature of a person authorized to bind your company to a contract. The entire bid package and three (3) copies must be transmitted in a sealed envelope in accordance with the IFB instructions.

A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.

All required attachments are included with this certification sheet.

- B. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 4

SAMPLE COST PROPOSAL WORKSHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____

SUBCONTRACTOR(S) COST ITEMIZED \$ _____

\$ _____

DIRECT COSTS (EXCEPT LABOR)

Travel Costs _____

Equipment and Supplies (Itemized) _____

Other Direct Costs (Itemized) _____

\$ _____

TOTAL COSTS
\$ _____

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide intensive training in the substance, nuances and manning of IDEA as it pertains to the dispute resolution process with particular emphasis on what Administrative Law Judges and mediators should know in the area. Training shall include any unique or special requirements in California on the California Special Education Code as described herein:

Training sessions must include a detailed discussion of the law including the reauthorized IDEA, 20 United States Code section 1400 et seq., California Education Code section 56000 et seq., related regulations, and significant court decisions.

The training must also include the skills required for effective decision-making in the context of the due process hearings. Specifically required topics are testing, evaluations/assessments, Individual Educational Plane (IEP) contents and procedures, pre-hearing processes; mediation and settlement conferences, student discipline (expedited hearings), ethical considerations; and procedural safeguards.

2. The services shall be performed at a location in Sacramento to be provided by the Office of Administrative Hearings.
3. The services shall be provided during normal working hours; 8 AM to 5 PM, Monday through Friday.

The training is to be a minimum of 4 days, spread over a 5 day period, if necessary. The training is to be conducted at a date agreeable to the Contractor and OAH between January 1, 2006 and June 30, 2006.

4. The project representatives during the term of this agreement will be:

Direct all inquiries to:

State Agency: Office of Administrative Hearings	Contractor:
Section/Unit:	Section/Unit:
Attention: Ron Olguin	Attention:
Address: 560 J Street, Suite 300 Sacramento 95814	Address:
Phone: (916) 323-2281	Phone:
Fax: (916) 323-6439	Fax:

5. Detailed description of work to be performed and duties of all parties.

A. Training shall prepare Administrative Law Judges to resolve complaints and appeals filed within the Program by providing them the expertise in the process and subject matter requirements of the Program.

B. Contractor will be responsible for providing qualified staff to complete the training as described.

C. Contractor will provide all training related materials for each participant, which will become the property of the OAH at the end of the training session.

D. Training shall be held at a location designated by the Office of Administrative Hearings in Sacramento, California or at a location in Southern California to be designated by the OAH. OAH shall contract for, and pay for the meeting room.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name: Carlos Trejo
Office: Office of Administrative Hearings
Address: 560 J Street, Suite 300
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director of the Office of Administrative Hearings within ten (10) days of discovery of the problem. Within ten (10) days, the Office of Administrative Hearings, Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director of the Office of Administrative Hearings shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall

have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E

ADDITIONAL PROVISIONS

1. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

2. Instructor Qualifications

Instructors of this class may not represent clients, parties and school districts in Special Education matters appearing before the State of California (if you appear before us, you cannot teach OAH the law).

